

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Richard Ramirez Lopez a/k/a
Roberto Diaz,

Plaintiff,

Case No. 15 CV 8994

v.

Judge Aspen

Crosshill Construction Inc,
and John Hassett, individually,

Magistrate Judge Rowland

Defendants.

**JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND RELEASE
AND TO DISMISS CASE**

NOW COMES, the Plaintiff, Richard Ramirez Lopez a/k/a Roberto Diaz, and the Defendants, Crosshill Construction Inc. and John Hassett, through their undersigned counsel, and jointly move the Court for an order approving the Settlement Agreement and Release, and dismissing this case with prejudice. In support of this motion, the parties state as follows:

1. Plaintiff filed this Complaint against the Defendants for alleged violations of the Fair Labor Standards Act, the Illinois Minimum Wage Law, and the Illinois Employee Classification Act.
2. The parties engaged in arm's length settlement negotiations privately through counsel where each side was able to present their version of the events and legal authority for their positions. The parties have reached a mutually satisfactory settlement the terms of which have been reduced to writing. Copy of the agreed upon Settlement Agreement and Release is submitted to the Court en camera.
3. Plaintiff's claim for relief is premised upon, in part, his assertion that during his employment with Defendants, he was not paid overtime for work he performed for the Defendants.

4. This is an action seeking the recovery of compensation under the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* Accordingly, the settlement requires the Court's approval. See *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982).
5. The parties agree that the terms of the settlement are reasonable and fair to both parties. The settlement was the product of arm's-length negotiations by the parties. It provides relief to the Plaintiff and eliminates inherent risks both sides would bear if this litigation were to continue. Given these circumstances, a presumption of fairness should attach to the proposed settlement. See *Lynn's Food Stores, Inc.*, 679 F.2d at 1354 (recognizing that courts rely on the adversary nature of a litigated FLSA case resulting in settlement as an indication of fairness).
6. Lastly, Plaintiff's counsel's attorney's fees and costs are reasonable because of the issues presented in the case and the amount of resources in motion practice, discovery, and analysis of Plaintiffs' claims. The Plaintiff in this case agreed to be represented by counsel on a contingency basis, and the fees and costs for attorneys' fees reflect the terms of that agreement. Accordingly, this Court should conclude that the proposed settlement reflects a fair and reasonable resolution of a *bona fide* dispute and approve the settlement.
7. Attached is a draft Order.
8. Accordingly, the parties request that the Court approve the fairness of the settlement and dismiss the case with prejudice, each party to bear his or its own fees and costs (except as otherwise provided in the Settlement Agreement and Release).

WHEREFORE, the parties respectfully request that the Court enter an order approving the settlement, dismissing the case with prejudice, each side to bear their own fees and costs (except as otherwise provided in the Settlement Agreement and Release), and for any and all further relief deemed reasonable and just.

Respectfully submitted,

PLAINTIFF

DEFENDANTS

By: /s/Carlos G. Becerra
Plaintiff's attorney

By: /s/Mark Hansen
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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Ricardo Ramirez Lopez a/k/a
Roberto Diaz,

Plaintiff,

Case No. 15 CV 8994

vs.

Judge Aspen

Crosshill Construction, Inc.,
and John Hassett, individually,

Magistrate Judge Rowland

Defendants.

AGREED ORDER OF APPROVAL AND DISMISS

NOW COME the Plaintiff and Defendants, upon their Joint Motion to Approve Settlement Agreement and Release and to Dismiss Case, and the Court being further advised;

IT IS HEREBY ORDERED:

1. The Settlement Agreement and Release between the parties in this action, which was provided to the Court en camera, is hereby approved;
2. Except as provided in the Settlement Agreement and Release, both parties shall bear their own costs and attorney's fees.
3. The action against Defendants by the Plaintiffs is dismissed with prejudice, with this Court retaining jurisdiction over this matter for thirty (30) days to enforce the Settlement Agreement and Release.

SO ORDERED:

Honorable Judge Aspen

Date

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